# SERIAL 08020 S EQUIPMENT ROOM COOLING EQUIPMENT: MAINTENANCE, REPAIR AND INSPECTION

DATE OF LAST REVISION: March 17, 2011 CONTRACT END DATE: July 31, 2014

# CONTRACT PERIOD THROUGH JULY 31, 2011 2014

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **EQUIPMENT ROOM COOLING EQUIPMENT: MAINTENANCE, REPAIR AND INSPECTION** 

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 24, 2008.** 

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

CH/mm Attach

Copy to: Materials Management Jim Baker, MCDOT

# INVITATION FOR BID FOR: EQUIPMENT ROOM COOLING EQUIPMENT: MAINTENANCE, REPAIR AND INSPECTION

# 1.0 **INTENT**:

The Intent of this Solicitation is to provide a source for maintenance, repair and a comprehensive monthly, quarterly and annual preventive maintenance inspection program for electronic equipment (telecom/data) room cooling equipment located throughout Maricopa County.

# 2.0 **SCOPE OF SERVICES:**

#### 2.1 TECHNICAL REQUIREMENTS:

Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required in maintaining, repairing, replacing and inspecting cooling equipment systems and products used in the equipment room cooling environment.

#### 2.2 PREVENTATIVE MAINTENANCE INSPECTION REQUIREMENTS:

Refer to EXHIBIT 2 for specifications and frequency of service.

#### 2.3 HOURS OF SERVICE:

*REGULAR HOURS* shall be work performed between 8:00 AM and 5:00 PM, Monday through Friday, excluding County holidays.

AFTER HOURS shall be work performed after 5:00 PM and prior to 8:00 AM, Monday through Friday.

WEEKENDS & HOLIDAYS shall be work performed Saturday, Sunday or during any County holiday.

Service shall be available 24/7, 365 days per year.

Contractor shall provide 24/7; 365 days per year toll free telephone access, and respond to the requestor within thirty (30) minutes.

#### 2.4 RESPONSE TIMES:

Response time to all *REGULAR* service work shall be within four (4) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during *REGULAR* hours, which shall be a two (2) hour **on-site** response. The four (4) hour response time shall carryover the next working day if the service call is initiated after 2:00 P.M.

AFTER HOUR, WEEKEND AND HOLIDAY requests shall have a two (2) hour response time.

#### 2.5 PROJECT WORK AND TIME AND MATERIALS:

2.5.1 Project work shall mean work performed on major retrofits/repairs, which, in the best interest of the County, would be more advantageous to be performed "all inclusive" as opposed to time and materials. The Contractor(s) assigned to this contract shall be provided a request for a project quote with a detailed Scope of Work. As such, each Contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope of Work are those established in Attachment A, PRICING.

- 2.5.1.1 The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.
- 2.5.1.2 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work.
- 2.5.1.3 The County's project quote sheet will contain the following information:

The contract serial number;

Name and address of site;

Building site ID number;

Detailed scope of work,

Other information relative to the SOW,

Line item, project cost,

Check box for "will quote" or "will not quote" the project,

Deadlines for quote delivery,

Signature line for both the County and the Contractor

- 2.5.1.4 After site review of the project, the Contractor <u>must submit the project quote</u> sheet back to the requestor, either with acceptance and a firm price or decline with a written reason explaining why the project was declined. Contractors who have declined project work three times during a six-month period shall be required to attend a meeting with the Materials Management Department and OET to discuss possible default of contract.
- 2.5.1.5 The submitted project price quote shall be all-inclusive. Any cost overruns shall be absorbed by the Contractor; cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by the Using Agency. prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment. ALL contractors shall have an opportunity to quote on project work, and the County user agencies MUST ensure all contractors of record receive such documentation.
- 2.5.1.6 Contractors shall be compensated for additional work requested that is <u>not</u> <u>detailed in the scope</u> at labor rates bid in Attachment A, PRICING.
- 2.5.2 This contract may also be used for **time and materials** work (under \$5,000.00) and priced per hour as bid in the pricing section.

#### 2.6 REPLACEMENT PARTS:

All replacement parts, with the exception of filters, belts and other expendables, shall be OEM unless otherwise pre-approved.

The Contractor shall be responsible for sourcing all parts/components/units necessary in the repair/replacement of the cooling equipment. Exceptions are, if in the best interest of the County, to utilize its own contracts to source the supplies.

Replacement parts/components/units shall be new and with minimum warranty of ninety (90) days, unless longer warranties are available from manufacturers. All labor for repairs shall have a 90-day warranty.

#### 2.7 TRIP CHARGE:

- 2.7.1 Trip charges are permitted when:
  - 2.7.1.1 The technician arrives on site and is unable to locate anyone with any knowledge of the call.
  - 2.7.1.2 The technician examines the problem, no trouble is found, and no actual labor is initiated. Should this be the case, <u>only the trip charge is allowed</u>, no labor charges shall be imposed on the County.
  - 2.7.1.3 The service call is located outside a 25 mile radius of 301 W. Jefferson St, Phoenix, AZ.
  - 2.7.1.4 Mileage charges are not permitted.

## 2.8 CONTRACTOR REQUIREMENTS:

- 2.8.1 The Contractor's service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine service repairs and inspections. The Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily.
- 2.8.2 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
  - 2.8.2.1 Shirt/blouse
  - 2.8.2.2 Vest
  - 2.8.2.3 Cap
- 2.8.3 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 2.8.4 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, any employee who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.
- 2.8.5 Compliance with Federal, State and Local Safety and Building Code Regulations.
  - 2.8.5.1 All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence.
  - 2.8.5.2 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site. Not only for the Contractor's employees, but also County employees and the public.
  - 2.8.5.3 If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance shall result in termination.

#### 2.9 AND ACCEPTABILITY OF WORK:

- 2.9.1 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing form the job site all debris, materials and equipment associated with the work performed, having sign-off by the Using Agency.
- 2.9.2 The Contractor shall make necessary repairs in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.9.3 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the Using Agency, and be given 4 hours to correct the work. Labor for all rework will be at no cost to the County. Any additional parts replaced shall be billed at contract pricing.
- 2.9.4 The Using Agency shall decide all questions, which may arise as to the quality and acceptability of any work performed under this contract. Contractual issues will be addressed to Materials Management, in writing. All correspondence must reference the contract serial number and name.

# 2.9.5 CONTRACTOR QUALIFICATIONS:

- 2.9.5.1 Contractor's firm shall have a minimum five (5) years experience, and be completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor must have a minimum of three (3) fully stocked service vehicles. Proof of these requirements must accompany bid package.
- 2.9.5.2 Technicians must be thoroughly trained with a minimum of five (5) years experienced in the field of air conditioning and refrigeration, and have <u>factory</u> <u>certified training</u>. Proof of these requirements must accompany bid package.
- 2.9.5.3 Contractors shall be licensed by the State of Arizona, Registrar of Contractors, having a C-39 license for Air Conditioning and Refrigeration. Copies of license must accompany bid package.

#### 2.10 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check shall be a requirement for all employees of Contractor's staff providing services to the County. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the County.

## 2.11 PRICING:

- 2.11.1 Pricing for the preventative maintenance inspection shall be based on an all-inclusive cost to perform all the required tasks listed in EXHIBIT 2.
- 2.11.2 The Preventive Maintenance inspection price shall include:
  - 2.11.2.1 All labor
  - 2.11.2.2 Compressor oil
  - 2.11.2.3 Expendable shop materials (rags, cleaners, solvents, grease, etc.)
  - 2.11.2.4 Miscellaneous parts (screws, bolts, nuts, small items)

- 2.11.3 The Preventive Maintenance inspection <u>includes the labor</u> to replace belts, filters and expendables, if needed. If these parts are replaced, they shall be billed per Attachment A Pricing on the Preventive Maintenance invoice.
- 2.11.4 BILLABLE "REPAIRS" ARE <u>NOT</u> TO BE INITIATED DURING A PM SERVICE.

Present the Using Agency representative with a separate price quote. This type of repair service shall be rescheduled at a later time. Exceptions are if the unit is nonfunctional during a PM, in which case the Using Agency representative must be notified of such before the repairs are initiated. Billable repairs shall be invoiced separate from the PM invoice.

2.11.5 All Preventive Maintenance and/or repair work shall be billed individually (per building) and not bundled together on an invoice.

#### 2.12 INVOICES AND PAYMENTS:

- 2.12.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
  - 2.12.1.1 Company name, address and contact
  - 2.12.1.2 County bill-to name and contact information
  - 2.12.1.3 Contract Serial Number and Building Number
  - 2.12.1.4 County purchase order number
  - 2.12.1.5 Invoice number and date
  - 2.12.1.6 Payment terms
  - 2.12.1.7 Date of service or delivery
  - 2.12.1.8 Quantity (number of days or weeks)
  - 2.12.1.9 Contract Item number(s)
  - 2.12.1.10 Description of Purchase (product or services)
  - 2.12.1.11 Pricing per unit of purchase
  - 2.12.1.12 Extended price
  - 2.12.1.13 Arrival and completion time (if applicable)
  - 2.12.1.14 Total Amount Due

# Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

- 2.12.2 Payment may be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (<a href="www.maricopa.gov/finance/">www.maricopa.gov/finance/</a>).
- 2.12.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

#### 2.13 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

#### 2.14 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

# 3.0 **SPECIAL TERMS & CONDITIONS:**

#### 3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

#### 3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of <a href="three">three</a> (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

## 3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

#### 3.4 INDEMNIFICATION AND INSURANCE:

## 3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

# 3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do

business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

# 3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

# 3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

# 3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

#### 3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **Contractor's** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

# 3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

#### 3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability <u>may</u> be considered non-responsive and not eligible for award consideration.

# 3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Respondents without this capability <u>may</u> be considered non-responsive and not eligible for award consideration.

## 3.8 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

#### 3.9 ORDERING AUTHORITY.

3.9.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

- 3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

# 3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT OFFICER, 602-506-6476 (chinegar@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

# 3.11 EVALUATION CRITERIA.

- 3.11.1 The evaluation of Bids will be based on, but will not be limited to, the following:
  - 3.11.1.1 Compliance with specifications.
  - 3.11.1.2 Price.
  - 3.11.1.3 Determination of Responsibility.
- 3.11.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

# 3.12 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

#### 3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

# Respondents shall provide their Bids as follows:

#### 3.11.1 One (1) original hardcopy.

- 3.11.2 One (1) CD providing all Bid response documents in Word, Excel (Attachment A) and all Bid response documents in PDF format.
  - 3.11.2.1 ATTACHMENT A (PRICING)-EXCEL
  - 3.11.2.2 ATTACHMENT B (AGREEMENT)-WORD
  - 3.11.2.3 ATTACHMENT C (REFERENCES)-WORD
  - 3.11.2.4 **OTHER DOCUMENTS (PER §2.9.5)**
- 3.13.1 Respondents shall address bids identified with return address, serial number and title in the following manner:

Maricopa County Materials Management Department 320 West Lincoln Street Phoenix, Arizona 85003-2494

# SERIAL 08020-S EQUIPMENT ROOM COOLING EQUIPMENT: MAINTENANCE, REPAIR AND INSPECTION

3.13.2 Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.

#### 3.14 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 3.14.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
  - 3.14.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 3.14.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3.14.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 3.14.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 3.14.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.14.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

# 3.15 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

# EXHIBIT 2 PREVENTIVE MAINTENANCE INSPECTION REQUIREMENTS

# MONTHLY/QUARTERLY PM

#### Air Filter

1. Check and replace as needed

#### **Blower Section**

- 1. Check safety controls
- 2. Check sheave alignment and wear, align if needed
- 3. Check drive belts, adjust as needed
- 4. Inspect impeller
- 5. Check drive motor operating conditions
- 6. Check shaft bearings, lubricate as needed

# Compressors

- 1. Check safety controls
- 2. Check refrigerant charge
- 3. Check oil level
- 4. Check for oil leaks
- 5. Check operating temperature
- 6. Check pump down operation

#### Humidifier

- 1. Check pan, clean if needed
- 2. Check canister for operation
- 3. Check for leaks
- 4. Check humidifier quartz lamps
- 5. Check sensor operation
- 6. Cheek water feed flow
- 7. Check humidifier operation

#### **Evaporator Coil**

- 1. Check coil for contamination
- 2. Check inlet/outlet temperature
- 3. Check TXV valve
- 4. Check for proper condensation line drain flow

#### **Reheat Section**

- 1. Check condition of reheat coils
- 2. Check electrical fuses
- 3. Check electrical wiring
- 4. Check for proper orientation

# **Electrical Panel**

- 1. Check all electrical fuses
- Check contactors 3 Clean as required

#### **ANNUAL PM**

#### **Blower Section**

- 1. Calibrate safety controls
- 2. Check filter clog switch
- 3. Inspect sheaves and pulleys
- 4. Check impeller, clean if needed
- 5. Lubricate motor and fan bearings
- 6. Check motor mounts

#### Compressors

- 1. Check safety and operating controls
- Check and record refrigerant pressures
- 3. Perform oil acid test
- 4. Check vibration isolators
- 5. Check high/low safety pressure controls

# Humidifier

- 1. Check and clean electrodes
- 2. Check level sensor operation
- 3. Check make-up water
- 4. Check water strainer

#### **Evaporator Coil**

- 1. Check security and insulation of TXV bulb
- 2. Adjust TXV as needed by superheat reading

# **Reheat Section**

- 1. Check fuses
- 2. Test reheat operation
- 3. Record amperage draw

#### **Electrical Panel**

- 1. Check all alarms
- 2. Check all relays and Contacts
- 3. Check electrical connections
- 4. Check indicator lamps
- 5. Check fuses and connections

# **INCLUDED IF EQUIPPED**

#### **Heat Rejection Units**

#### Air Cooled Condensers

## MONTHLY/OUARTERLY PM

- . Remove debris in and around the unit
- 2. Check for general condition and operation
- 3. Check for leaks
- 4. Check for coil blockage and cleanliness
- 5. Check fan and motor bearings, lubricate as needed
- 6. Check rain shields
- 7. Check ambient fan controls for proper operation
- 8. Check electrical section, contactors, and wiring

# **ANNUAL PM**

- 1. Remove debris in and around the unit
- 2. Clean coils, straighten fins as needed
- 3. Ensure insulation is in place
- 4. Test fan speed controls and safety switches
- Check electrical connections and contactors

#### DPAIR CORPORATION, 5226 S. 40<sup>TH</sup> STREET, PHOENIX, AZ 85040 WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO INTERNET ORDERING CAPABILITY: \_\_\_\_YES\_X\_\_NO \_\_\_\_% DISCOUNT OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_X\_YES \_\_\_\_NO PRICING SHEET: NIGP CODE 9415502 **PRICING** PREVENTATIVE MAINTENANCE INSPECTIONS (Per EXHIBIT 2) 1.1 First Unit on Site Monthly Quarterly Annual 1.1.1 1 - 7 Ton Unit 94 /ea. 108 /ea. 196 /ea. 1.1.2 8 - 30 Ton Unit 108 /ea. 138 /ea. 220/ ea. 2.1 Subsequent Units At Same Site Monthly Quarterly Annual 1 - 7 Ton Unit 159 /ea. 2.1.1 62 /ea. 71 /ea. 2.1.2 8 - 30 Ton Unit 101 /ea. 183 /ea. 71 /ea. OTHER RATES Labor, REGULAR business hours: 3.1.1 \$ 74.00 /per hr. 3.1.2 Labor, AFTER HOURS: \$111.00 /per hr. 3.1.3 Labor, WEEKEND AND HOLIDAY: \$128.00 /per hr. \$ 55.00 /flat rt. 3.1.4 Trip Charge (Per Section 2.7): Parts - Cost Plus: 3.1.5 35% Terms: NET 30 Vendor Number: W000007081 X Telephone Number: 602/438-4747 Fax Number: 602/438-4434 Contact Person: Aaron Black E-mail Address: ablack@dpair.com

Required

To cover the period ending July 31, 2011 2014.

Certificates of Insurance

Contract Period: